IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMARY SUIT NO. 4040 OF 2003.

Mr. Radheshyam Ramlolarkhi Tiwari. ..Plaintiff.

VERSUS.

M/s. Vora Enterprises & Ors. ..Defendants.

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Shri. R. S. Upadhyay for the plaintiffs.

Coram: V.M.KANADE, J.
Date: August 24, 2004.

P.C.

1. Heard the learned counsel appearing on behalf of the plaintiff. He has filed affidavit of service. He has also annexed original writ of summons to the affidavit of service. Affidavit of service indicates that the defendants have been served. The plaintiffs have filed original documents, which are marked as Exhibit "A-colly" & Exhibit "B-colly".

2. The suit is filed by the plaintiffs for recovery of Rs.10,39,971/- with future interest on the principal sum of Rs.6,27,205/- at the rate of 18% per annum till the realisation of the said amount. The suit is based on the promissory note which was issued by the defendants to the plaintiffs which was duly signed by

the defendant No.2 for and on behalf of the defendant No.1. Accordingly, promissory note was issued.

3. By Advocate's letter dated 23.8.2003, the plaintiff demanded the balance amount of Rs.12,66,531/-. Thereafter the present suit has been filed. None appears on behalf of the defendants, though they are served. In the result, the suit is decreed in terms of prayer clauses (i) & (ii). The plaintiff will be entitled to the refund of court fees as permissible under the rules.

4. Certified copy expedited.

(V.M.KANADE,J.)

/2004/